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District Of Montana
Great Falls

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MONTANA EIGHTH JUDICIAL DISTRICT COURT, CASCADE COUNTY

PARK PLAZA CONDOMINIUM
ASSOCIATION,

Plaintiff,

v.

THE TRAVELERS INDEMNITY
COMPANY OF AMERICA AND
PHOENIX INSURANCE COMPANY,

Defendants.

CN-17-112-GFBMM-JTJ
Cause No.: **ADV-17-0615**

Hon: **Gregory G. Pinski**

**COMPLAINT AND DEMAND
FOR JURY TRIAL**

COMES NOW the Plaintiff, and for its complaint, alleges as follows:

1. Plaintiff, Park Plaza Condominium Association, is an association of people who own 35 Individual units of a condominium building entitled "The Park Plaza" located at 405 Park Drive North, Great Falls, Montana 59401.

2. Since 2009 until the present, the Travelers Indemnity Company of America (Travelers) and the Phoenix Insurance Company (Phoenix) have insured the Park Plaza Condominium Association, pursuant to Policy No. 680-4460N581. Under this policy, which was renewed each year, for the payment of premiums of up to \$12,549.00 per year, the insurers promised to pay up to the replacement cost of \$13,549,116 for direct physical loss or damage to the Park Plaza Condominium Association building, the "covered property", caused by wind-driven rain and other direct physical loss, such as wind storms or other causes.

1 3. On August 12, 2009, the insurer's representative and consultant, Steven D.
2 Gilliland, their Senior Risk Control Consultant, met the Park Plaza Condominium Association
3 manager, George Cozino, walked through the entire property, determined that the property was
4 well maintained, provided new recommendations to avoid combustible materials in the elevator
5 machine room, and approved the above-mentioned insurance policy protecting the Park Plaza
6 Condominium Association on behalf of the Defendants.

7 4. The Park Plaza Condominium Association had previously been insured by
8 Continental Western Group, however, Travelers and Phoenix convinced the Park Plaza
9 Condominium Association to transfer its insurance business to Travelers and Phoenix, which
10 advised Park Plaza Condominium Association it would be protected through Travelers' and
11 Phoenix's quality insurance products and excellent customer service.

12 5. The Continental Western Group Insurance Policy required a premium of
13 \$12,642.00 a year, with insurance on the building of only \$6,196,032.00, whereas, the Defendant
14 insurers' policy now provides \$13,549,116.00 in damage coverage for a premium of \$12,549.00
15 per year.

16 6. There are no exclusions in the Policy No. 680-4460N581 that exclude coverage
17 for the claimed damage to the Park Plaza building.

18 7. Since 2009, up to the present time, the high velocity winds, rain and hail in Great
19 Falls, Montana, have caused extensive damage to the exterior envelope of the Park Plaza, with
20 resulting damage to certain interior portions of the Park Plaza. The cost of repairing the damage
21 has been determined to be \$4,317,181.00 and the Plaintiff has demanded that the insurance
22 companies admit or deny coverage and pay the \$4,317,181.00 in damages. The insurance
23 companies have refused to admit or deny coverage or to pay the damage.

24 8. The Plaintiff made its demand upon the insurers to pay as early as March 27,
25 2017, and, to date, they have refused to admit or deny coverage or to pay. The Plaintiff renewed
26 its demand on August 29, 2017, and, again, the Defendants have refused to admit or deny
27 coverage or pay the claim. The insurers have therefore forced the Plaintiff to file this action in
28 court to obtain the full benefit of its insurance contract and the insurers are liable to Plaintiff for

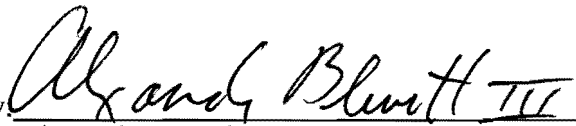
1 its attorneys' fees incurred.

2 9. The extensive damage to the Park Plaza structure has primarily occurred between
3 2009 and the present when these insurance companies' policies were in effect to protect the Park
4 Plaza Condominium Association.

5 WHEREFORE, the insurance companies are liable to the Park Plaza Condominium
6 Association for the \$4,317,181.00 and Plaintiff's reasonable attorneys' fees, in addition to
7 Plaintiff's costs and disbursements incurred herein and such other relief as the Court deems just
8 under the circumstances.

9 DATED this 8th day of September, 2017.

10 HOYT & BLEWETT PLLC

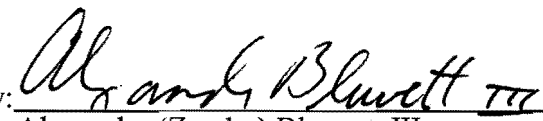
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12 By: 
13 Alexander (Zander) Blewett, III
14 Attorneys for Plaintiff

15 **DEMAND FOR JURY TRIAL**

16 Plaintiff demands that all issues be tried before a jury.

17 DATED this 8th day of September, 2017.

18 HOYT & BLEWETT PLLC

19
20 By: 
21 Alexander (Zander) Blewett, III
22 Attorneys for Plaintiff
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